

Shaun F. Carroll (SC 9898)
Nourse & Bowles, LLP
One Exchange Plaza
New York, New York 10006
Telephone: (212) 952-6200
Facsimile: (212) 952-0345
E-mail: scarroll@nb-ny.com
Attorneys for Defendant

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

F.H. BERTLING HOLDING KG,

Plaintiff,

- against -

**RANHILL ENGINEERS AND
CONSTRUCTORS SDN. BHD.,**

Defendant.

08 Civ. 2003 (SAS)

(ECF)

REPLY DECLARATION OF GARETH NORMAN

I, Gareth Norman hereby make this Reply Declaration pursuant to 28 U.S.C. § 1915A, and state as follows:

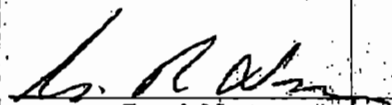
1. I personally prepared the drafts of the Logistics Agreement between Ranhill Engineers and Constructors Sdn. Bhd. ("REC") and Bertling Holdings KG (Bertling Holdings), a copy of an earlier revision is annexed as Exhibit "A". These were discussed with Mr. Jorg Blumberg.

2. One of the earlier drafts of the Whereas Clause made reference only to REC. At some point in our discussions, I advised Mr. Blumberg that it was not yet clear if the Engineering, Procurement and Construction sub-contract for the Libyan Housing project would be awarded to REC, Ranhill Middle East or Ranhill International.

3. As best as I can recall, Mr. Blumberg asked me to insert "and its affiliates" after the reference to REC, so that Bertling Holdings would be covered if the award went to either Middle East or International instead of REC.

4. In all other respects, I stand by my prior declaration in this matter as accurately expressing my understanding of this dispute, and I categorically reject any suggestion that I attempted to mislead this Court.

5. I declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.


Gareth Norman

Dated May 29, 2008

EXHIBIT A

AGREEMENT

THIS AGREEMENT made this day of 2008.

between

RANHILL ENGINEERS AND CONSTRUCTORS SDN BHD [221284-W], a company incorporated under the Company Act, 1986 and having its principle business office at 31st Floor, Empire Tower, 182 Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia (hereinafter called "REC") of the first part

and

F. H. BERTLING HOLDING KG, a Company incorporated under the Laws of Germany with its office address at Große Alterföhre 23, 23552 Lübeck, Germany (hereinafter called "Bertling") of the second part

Hereinafter collectively referred to as "the Parties" and individually as "the Party"

WHEREAS:

- A. REC is in the process of securing awards of a number of Engineering, Procurement, Construction and Commissioning (EPCC) projects in various locations within and outside Malaysia.
- B. Bertling is a well established organization possessing all the necessary skills and expertise in the planning, programming co-ordination and execution of logistic services required for the implementation of EPCC works.
- C. REC wishes to engage Bertling to undertake logistic services for certain EPCC projects and Bertling agrees to provide such services to REC.

NOW IT IS AGREED as follows:-

1. THE PROJECTS

The scope of this Agreement is limited to the 3 projects listed in Appendix 1 (individually referred to as the Project and collectively as the Projects).

REC is currently at various stages of securing the award of contracts for the Projects from the respective Principals. Upon a final contract award being secured by REC for each Project, Bertling shall effectively become REC's subcontractor for the Services required for the Project and will employ various other parties on a Sub Sub Contract basis to implement parts of the Services in the manner described herein.

2. SCOPE OF BERTLING'S SERVICES

The general scope of Bertling's services for each Project is as detailed in Appendix 2 (the Services).

3. PRE-COMMENCEMENT MEETING

A pre-commencement meeting for each Project will be held between the Parties to agree: